

INTERAGENCY AGREEMENT

between

METROPOLITAN TRANSPORTATION COMMISSION

and

ASSOCIATION OF BAY AREA GOVERNMENTS

for

PLANNING

FISCAL YEAR 2009-10

TABLE OF CONTENTS

ARTICLE	PAGE
1.0 GENERAL.....	2
2.0 INTERAGENCY AGREEMENT ADMINISTRATION.....	2
3.0 FUNDING.....	2
4.0 SCOPE OF WORK.....	3
5.0 BUDGET.....	4
6.0 METHOD OF PAYMENT.....	4
7.0 REPORTS AND PRODUCTS DELIVERABLE.....	4
8.0 DELAYS AND FAILURE TO PERFORM.....	5
9.0 AMENDMENTS	5
10.0 LAWS AND REGULATIONS.....	5
11.0 FEDERAL REQUIREMENTS.....	5
12.0 USE OF CONSULTANTS	5
13.0 AUDIT AND INSPECTION OF RECORDS	6
14.0 OWNERSHIP OF WORK PRODUCTS	7
15.0 INDEMNIFICATION	7
17.0 DRUG-FREE WORKPLACE	8
18.0 TERMINATION.....	8
19.0 SUPERSEDURE	8
APPENDIX A, MTC/ABAG FUNDING FORMULA.....	9
APPENDIX B, SCOPE OF SERVICES	10
1. REGIONAL MODELING AND ANALYSIS	10
2. PLANNING SERVICES.....	12
3. PUBLIC INFORMATION/REGIONAL LIAISON.....	16

4. INTERGOVERNMENTAL COORDINATION	17
APPENDIX C, BUDGET	17
APPENDIX D, ABAG/MTC EXCHANGE OF SERVICES	19
APPENDIX E, FEDERALLY REQUIRED PROVISIONS.....	19

**INTERAGENCY AGREEMENT BETWEEN
METROPOLITAN TRANSPORTATION COMMISSION
AND
ASSOCIATION OF BAY AREA GOVERNMENTS**

THIS AGREEMENT is entered into this first day of July, 2008, by and between the METROPOLITAN TRANSPORTATION COMMISSION (hereafter "MTC") and the ASSOCIATION OF BAY AREA GOVERNMENTS (hereafter "ABAG").

RECITALS

WHEREAS, MTC has been designated for the San Francisco Bay Region as the federal Metropolitan Planning Organization ("MPO") and the state Regional Transportation Planning Agency ("RTPA"); and

WHEREAS, ABAG has received designation by the Governor as the Regional Clearinghouse for the San Francisco Bay Region under Executive Order 12372 and it's implementing regulations (48 Fed. Reg. 29284 (1983)) and the State's Intergovernmental Review Process, and has also been designated by the United States Department of Housing and Urban Development and the California State Office of Planning and Research as the "Comprehensive Planning Agency" under the Combined Federal Highway Administration and Federal Transit Administration Statewide and Metropolitan Planning Regulations (23 CFR Part 450 and 49 CFR Part 613) (hereinafter, "the Planning Regulations"); and

WHEREAS, the Planning Regulations require that a continuing, comprehensive, and cooperative planning process be carried on by MTC as the MPO for the San Francisco Bay Region, which must be coordinated with the Intergovernmental Review Regional Clearinghouse function performed by ABAG; and

WHEREAS, MTC is the eligible recipient of certain Federal Highway Administration ("FHWA") and Federal Transit Administration ("FTA") and state Transportation Development Act ("TDA") planning funds for the San Francisco Bay Region that MTC may "pass through" to ABAG in order to assist comprehensive land use and other planning which are necessary components of the metropolitan transportation planning process required under 23 CFR 450.300 *et seq.*; and

WHEREAS, MTC and ABAG intend by this Agreement to set forth the terms and conditions, funding, and scope of work for continuing the ABAG/MTC joint land use and transportation planning program (hereafter "Joint Program") for the 12-month period from July 1, 2009, to June 30, 2010 and to fulfill the intent of Executive Order 12372, the Planning Regulations, and the Environmental Protection Agency air quality conformity regulations in 40 CFR Part 51;

NOW THEREFORE, the parties agree as follows:

1.0 GENERAL

ABAG assumes the responsibility for certain comprehensive planning and technical activities and products that support the planning functions of both agencies. MTC, in accordance with this Agreement, the FY 2009-10 Overall Work Program, and the Planning Regulations, will share in the financial cost of carrying on these activities.

2.0 INTERAGENCY AGREEMENT ADMINISTRATION

The administration of this Agreement will be conducted jointly by the Deputy Executive Director of ABAG and the Deputy Executive Director, Policy of MTC, or their designees.

Day-to-day management of individual projects required under this Agreement is assigned to the appropriate Program Manager of ABAG and Section Director of MTC.

3.0 FUNDING

ABAG and MTC mutually agree that, pursuant to the pass-through formula as applies to TDS, FTA 5303 and FHWA planning funds listed below, as outlined in Appendix A and incorporated herein by reference, MTC shall pay ABAG a total of two million seventy five thousand two hundred sixty three dollars (\$2,603,799) for Fiscal Year 2009-10 subject to any reductions required under this Section 3.0. Payment shall be from the following sources in the following amounts:

TDA Planning Funds	\$843,288
FTA Section 5303 Planning Funds	\$215,741
FHWA 1/2% PL Funds	\$1,004,770
STP	\$ 540,000

ABAG agrees that TDA planning funds will constitute the local matching funds to FHWA and FTA funding. TDA planning funds are based on amounts projected in MTC's adopted Fund Estimate for FY 2009-10, as amended on or before July 1, 2009.

Funding from FTA and FHWA shall be contingent upon approval by these agencies of the FY 2009-10 Overall Work Program and its supplements. Should the U.S. Department of Transportation ("DOT") agencies amend the OWP to reduce the amounts of FHWA PL funds or FTA Section 5303 or 5307 Planning funds available to the region, MTC and ABAG shall reduce

their shares of DOT funds proportionally and shall amend the OWP tasks as necessary to reflect the reduced level of funding.

4.0 SCOPE OF WORK

In consideration of the funding detailed in Section 3, ABAG will conduct comprehensive planning and associated technical activities set forth in the Scope of Services, attached as Appendix B and incorporated herein by reference. The work shall fulfill the following conditions:

- (a) ABAG shall provide the following to MTC in order to fulfill the requirements of 23 CFR 450.300 *et seq.* in the following respects:
 - (i.) development and maintenance of regional projections, consistent with MTC's travel demand forecasting techniques, of demographics, population (including location of minority concentrations), employment, and land use; and
 - (ii.) analysis of the regional impacts that may be requested by MTC in connection with corridor, Regional Transportation Plan or related planning efforts.
- (b) Intergovernmental Review. ABAG shall fulfill roles pursuant to Executive Order 12372 and the State Intergovernmental Review process, as well as pursuant to Section 204 of the Demonstration Cities and Metropolitan Development Act of 1966 as amended, Section 401 of Title IV of the Intergovernmental Cooperation Act of 1968, and Section 176 (c) of the Clean Air Act, in a manner consistent with MTC review responsibilities.
- (c) JPC and RAPC. ABAG shall provide appropriate staffing support for joint ABAG/MTC committees: presently the Joint Policy Committee ("JPC"), and the Regional Airport Planning Committee ("RAPC").

ABAG shall prepare and submit to MTC for approval an annual Scope of Services to achieve the above objectives. Compliance with federal and state financial reporting and auditing requirements shall be ABAG's responsibility.

From time to time, special joint planning studies not embraced by this agreement may be undertaken by ABAG on behalf of or jointly with MTC, in which case additional funding may be provided subject to mutually satisfactory negotiation of a detailed scope of service.

4.1 ABAG/MTC EXCHANGE OF SERVICES

MTC and ABAG agree to exchange the following services: ABAG will provide Internet connection services to MTC and MTC will provide library services and some intranet support services to ABAG. See Appendix D, attached hereto and incorporated herein, for details of services to be provided by each agency.

5.0 BUDGET

The Budget for the Scope of Services in Appendix B is set forth in Appendix C, attached hereto and incorporated by reference. ABAG will conduct comprehensive planning and technical activities in conformance with the budget. The budget shall not be revised without prior written approval of MTC.

6.0 METHOD OF PAYMENT

MTC agrees to pay ABAG for services provided under this Agreement on the following basis:

- (a) After the end of each month, ABAG will submit to MTC an invoice for reimbursement of costs incurred during that month pursuant to this agreement. This invoice will be accompanied by a monthly financial summary report.
- (b) Within thirty days of receipt of each monthly invoice, MTC will remit payment of TDA, FTA and FHWA funds to ABAG, so long as MTC has received those funds. In the event that MTC has not received funds from any source, ABAG's invoiced amount shall be paid in proportion to the funds received by MTC. The invoiced amount not paid to ABAG shall be paid within thirty days of receipt of funds from the delinquent funding source.
- (c) Any withholding of payment by MTC, per Section 8 of this Agreement, may be applied to subsequent requisitions.
- (d) Notwithstanding Section 8 of this agreement, the monthly payment for August 2009 shall not be payable until receipt of ABAG's FY 2009-10 fourth quarter progress report.

7.0 REPORTS AND PRODUCTS DELIVERABLE

- (a) Progress Reports: No later than the fifteenth calendar day of the month following the end of each quarter, ABAG shall submit narrative progress reports and three (3) copies of each deliverable project to MTC. ABAG will prepare these reports for each of the work elements funded by transportation planning funds.

- (b) Products Deliverable: ABAG agrees to develop products as described under the Scope of Work. Three (3) copies of each such product shall be included as part of the quarterly report, if not previously delivered for forwarding to Caltrans/FHWA.

8.0 DELAYS AND FAILURE TO PERFORM

Whenever ABAG encounters any difficulty that will delay timely performance of work, ABAG shall notify MTC in writing. ABAG also agrees to work with the appropriate MTC Section Director to work out a mutually satisfactory course of action.

Where MTC determines failure on ABAG's part in achieving completion of a specified product, and/or failure on ABAG's part to consider MTC recommendations aimed at facilitating progress toward that product, and/or failure on ABAG's part in meeting requirements as listed in Section 10 of this Agreement, MTC must notify ABAG within three weeks of receipt of quarterly progress reports and quarterly financial statements. MTC may impose such sanctions as it or the state or federal governments may determine appropriate, including, but not limited to, withholding of commensurate payment due under this Agreement until compliance is achieved.

9.0 AMENDMENTS

This Agreement may be amended by mutual agreement of ABAG and MTC at any time during the contract year.

10.0 LAWS AND REGULATIONS

ABAG shall comply with any and all laws, statutes, ordinances, rules, regulations or requirements of the federal, state or local government, and of any agency thereof, which relate to or in any manner affect the performance of this Agreement. Title 49 Code of Federal Regulations Part 18; Circular 4220.1E of the FTA; and the latest FTA Master Agreement (Form FTA MA(13), 10/06) are each incorporated herein by reference as though set forth in full, and shall govern this Agreement except as otherwise provided herein. Those requirements imposed upon MTC as "Recipient" are hereby imposed upon ABAG, and those rights reserved by DOT, FHWA, FTA or Government are hereby reserved by MTC.

11.0 FEDERAL REQUIREMENTS

The federal requirements in Appendix E, attached hereto and incorporated herein by this reference, are applicable to this Agreement.

12.0 USE OF CONSULTANTS

ABAG may subcontract for performance of portions of the work within the Joint Planning Program subject to the written approval by MTC. Subcontracts using FHWA funds are subject to prior approval by FHWA according to its respective regulations, guidelines and manuals. All federally funded subcontracts entered into by ABAG are subject to the procurement requirements

set forth in 49 Code of Federal Regulations Section 18.36 and the applicable federal clauses in Appendix E.

ABAG will include applicable provisions in Appendix E in every subagreement, including procurement of materials and leases of equipment. ABAG will take such action with respect to any subagreement or procurement agreement as MTC, the State, or agency of DOT may direct as a means of enforcing such provisions, including sanction for noncompliance.

ABAG will include the following clause in consultant contracts entered into to carry out this Agreement:

The Contractor shall immediately and before proceeding furnish to ABAG a duly executed Certificate of Insurance indicating the Contractor has purchased Workers' Compensation, Commercial General Liability, and Auto Liability in amounts satisfactory to ABAG.

13.0 AUDIT AND INSPECTION OF RECORDS

- (a) Accounting Records. ABAG will provide thorough and complete accounting for all funds expended in the performance of this work, to the extent that such funds are provided by MTC as set forth in Section 3 of this Agreement, to the degree necessary to permit regular examination by MTC, state, federal, and ABAG auditors. All accounting records, data, and supporting documentation will remain available for review and audit for a period of not less than three years after submission by MTC of the final expenditure report for federal contracts providing funds under this Agreement.
- (b) Single Audit. ABAG shall be responsible for meeting audit requirements of the "Single Audit Act of 1984" as implemented by OMB Circular A-133 and any revision or supplement thereto, and 49 CFR Part 18.26. In accordance with PUC Section 99245, ABAG shall be responsible to ensure that its Single Audit includes a certification that TDA funds allocated to it by MTC were expended in conformance with applicable laws and rules and regulations of the Act. Annually and within 180 days after the end of each fiscal year, ABAG shall submit a copy of its Single Audit to MTC.
- (c) Inspection of Records. ABAG shall permit MTC, DOT, FTA, FHWA or the Comptroller General of the United States and their authorized representatives to have access to ABAG's books, records, accounts, and any and all work products, materials, and other data relevant to this Agreement, for the purpose of making an audit, examination, excerpt and transcription during the term of this Agreement and for the period specified in Section 1.2(a). ABAG shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, work products, materials and data for that period of time. ABAG further agrees to include in all its subcontracts hereunder over \$100,000 a provision to the

effect that the subcontractor agrees that MTC, DOT, FTA, FHWA or the Comptroller General or any of their duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor for the term specified above.

- (d) Cost Allocation Plan. In accordance with the requirements of OMB Circular A-87, Part X of the Federal Register (Volume 48, No. 18, January 28, 1981), ABAG shall prepare an annual Cost Allocation Plan for PL funds, which shall be retained by ABAG for audit by a designated Federal agency. Annually, within 180 days after the end of each fiscal year, ABAG shall submit a copy of its Cost Allocation Plan to MTC.
- (e) Third Party Agreements. ABAG shall be responsible for auditing third-party contracts and agreements.

14.0 OWNERSHIP OF WORK PRODUCTS

Subject to the provisions of the FTA Master Agreement (Form FTA-MA(13), October 2006) and Section 2 of Appendix E, all reports, drawings, plans, studies, memoranda, computation sheets and other documents assembled or prepared by or for, or furnished to, ABAG under this Agreement shall be the joint property of MTC and ABAG, and shall not be destroyed without the prior written consent of MTC.

15.0 INDEMNIFICATION

ABAG shall indemnify, defend, and hold harmless MTC, its Commissioners, representatives, agents and employees from and against all claims, injury, suits, demands, liability, losses, damages and expenses, whether direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any act or failure to act of ABAG, its officers, employees or agents, or subcontractors or any of them in connection with its performance of services under this Agreement. In addition to any other remedy authorized by law, so much of the money due ABAG under this Agreement as shall reasonably be considered necessary by MTC may be retained until disposition has been made of any claim for damages.

16.0 LITIGATION: JOINT PRODUCTS

If during the Fiscal Year 2009-10 any litigation is brought against MTC and ABAG regarding the process pursued in the development of products or plans jointly adopted by both agencies, and if ABAG chooses not to participate in a joint defense and share joint costs, MTC will retain a percentage of TDA-based pass-through funds as required to pay for MTC's litigation defense expenses and for any court mandated awards or fees, as may be levied as a result of such litigation, to mitigate the fiscal impact on MTC's budget. The amount of withheld pass-through funds shall not exceed 50% of the expenses incurred by MTC, or \$100,000, whichever is less, in

order to afford ABAG the ability to plan for any impact on its annual budget that such retention may cause.

17.0 DRUG-FREE WORKPLACE

ABAG shall comply with the provisions of Government Code § 8350 *et seq.*, the Drug-Free Workplace Certification requirement and with the U.S. DOT regulations "Drug-Free Workplace Requirements Grants" in 49 CFR Part 29, Subpart F.

18.0 TERMINATION

This Agreement may be terminated on written notice from one party given to the other at least ninety (90) days prior to commencement of the fiscal year in which termination is to take effect.

19.0 SUPERSEDURE

This Agreement supersedes and terminates the prior agreement entered into by MTC and ABAG dated effective July 1, 2009.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated above.

**METROPOLITAN TRANSPORTATION
COMMISSION**

**ASSOCIATION OF BAY AREA
GOVERNMENTS**

Therese McMillan,
Deputy Executive Director, Policy

Henry Gardner, Executive Director

APPENDIX A
MTC/ABAG FUNDING FORMULA

Commencing with fiscal year 1993-94 and continuing each fiscal year thereafter, MTC shall annually pass through to ABAG, as set forth below, an amount equivalent to fifteen percent (15%) of the new federal general planning funds (U.S. DOT) and ten percent (10%) of the new TDA planning funds anticipated to be received by MTC during the given fiscal year. Funds appropriated in earlier fiscal years shall not be included in the pass-through computation.

Revenues "anticipated" by MTC, for the purpose of calculating ABAG's share, shall mean:

- TDA: County Auditors' estimates received by MTC by February 1, preceding the fiscal year in question, or as amended by MTC prior to July 1 of the fiscal year in question.
- FHWA: Estimates provided by FHWA, through Caltrans, in February preceding the fiscal year in question.
- FTA: Estimates provided by FHWA, through Caltrans, in February preceding the fiscal year in question.

If additional DOT money for special planning studies should become available, ABAG may propose work programs for such studies and negotiate with MTC for additional funds as provided in Section 3 of this agreement.

Funding from FTA and FHWA shall be contingent upon approval by these agencies of the OWP for the coming year. Should the DOT agencies amend the OWP after the above dates to reduce the amounts of FHWA or FTA funds, MTC and ABAG shall endeavor to reduce their shares of DOT funds proportionally and shall amend the OWP tasks as necessary to reflect the reduced level of funding.

APPENDIX B
SCOPE OF SERVICES
FISCAL YEAR 2009-10

The Scope of Services detailed in this appendix describes the work ABAG will carry out during FY 2009-10 pursuant to Section 4.0 of the Agreement, which delineates ABAG's planning responsibilities.

WORK ELEMENT

No. Task Description

1 Regional Modeling and Analysis

The foundation of effective public policy is good analysis. Critical to good analysis is the maintenance and constant update of ABAG's various data bases: land use, employment and income and demographics, and the tools to evaluate that data. These data bases serve as the basis for forecasts that are used by local planning organizations, the Metropolitan Transportation Commission (MTC) and the California Department of Transportation (Caltrans) for travel forecasts. This data is used in a set of regional models to produce demographic, economic forecasts that define future land use patterns. Because they have implications for a variety of local actions that go hand in hand with transportation planning, they greatly concern local jurisdictions, and variety of groups that represent interests within the region.

Working closely with MTC has always been critical, but recent state legislation (SB 375) requires a greater level of coordinated land use and transportation modeling and planning in the next Regional Transportation Plan. ABAG will be responsible, along with MTC, for a Sustainable Communities Strategy. While our current demographic, economic and land use forecasting efforts will form the basis of this strategy, it will require better coordination with transportation modeling, scenario analysis and significant public outreach, negotiation and discussion.

ABAG will be making substantial improvements to its models during the 2009-2010 fiscal year in anticipation of the next Regional Transportation Plan. ABAG will develop, implement and test a PECAS model as part of its regional modeling system. ABAG will also be working with MTC to coordinate our computer models to insure appropriate levels of consistency.

Because of the complexity of the changes to the regional planning process envisioned in SB 375, ABAG and its regional partners will begin outreach on this issue in Fiscal 2009-10, as the state develops regional climate change goals, and local jurisdictions work on related climate change issues. We will be taking the opportunity to build on a strong outreach effort that has been made for the Projections 2009 forecast.

SB 375 also requires that the RTP and Sustainable Communities Strategy be coordinated with the Regional Housing Need Allocation Process (RHNA) process. ABAG's Executive Board adopted the final 2006-2014 RHNA numbers in November 2008. Local jurisdictions must have approved housing elements for their general plans by June 2009. ABAG has provided technical assistance and information to local jurisdictions to assist state planning and reporting requirements. These efforts include an annual housing report and conference, and a survey of housing production. In Fiscal 2009-10 ABAG will continue to provide that assistance as SB 375 also changes the requirements for RHNA to require consistency with the Sustainable Communities Strategy to be developed as part of the next Regional Transportation Plan.

Major Products/Deliverables	
<p>Model Improvement and Coordination</p> <p>Update Projections models including the development and implementation of a PECAS model. Initial phase to be completed</p> <p>Coordinating and testing the linkages between ABAG and MTC models to insure consistency with MTC's Activity-Based Models</p>	<p>Through 2010</p> <p>Spring 2010</p> <p>Spring 2010</p>
<p>Long Range Regional Planning Outreach</p> <p>Continued outreach, data collection and discussion of the link between between forecasted changes in land use and transportation.</p> <p>Develop analytical reports and information including analysis of regional and local housing issues.</p> <p>Develop additional performance measures to describe regional and local performance on transportation, land use, housing, and environmental and social issues.</p>	<p>Through 2010</p> <p>Continuous</p> <p>September 2009</p> <p>December 2009</p>

2. Planning Services

ABAG Planning Programs

Fiscal Year 2000-2010 will be a momentous year for the Association of Bay Area Governments' Planning Programs. ABAG will continue to advance and fine tune an integrated regional planning program that recognizes regional development and conservation priorities and that advances inclusive and collaborative planning at the local level. Working with local jurisdictions and our partner regional agencies, we will support development in existing communities that is compact, transit-oriented, provides for the needs of existing and future residents, and is resource conserving and socially equitable. ABAG will also work collaboratively with public resource agencies, local governments, and the region's open space and water resource entities to identify those scenic and natural resource areas that are the Bay Area's conservation priorities.

SB375 signed into law by Governor Schwarzenegger in 2008 provides a framework for metropolitan planning organizations to address climate change impacts pertaining to land-use and transportation. ABAG and our sister agency, the Metropolitan Transportation Commission (MTC) are jointly responsible for implementing SB375 in the Bay Area. In FY2009-2010 our agencies will work together to identify pathways toward meaningful implementation of SB375 in coordination with local jurisdictions, congestion management agencies, transit providers, and other stakeholder entities.

The paragraphs below provide an overview of the Association of Bay Area Governments' planning initiatives related to regional land-use planning; following that are descriptions of the agency's closely-related planning programs that focus on particular issues. Noted programs include efforts related to sustainability through the Bay Area Alliance, earthquake preparedness, green building, the San Francisco Bay Trail, and the San Francisco Estuary Project.

FOCUS

A great region is built from great communities. The FOCUS Initiative, the Bay Area's regional blueprint plan has gained a high level of support among local jurisdictions, regional agencies, and state government since adoption of the 1st round of Priority Development Areas (PDAs) in 2009. Priority Development Areas are transit-served, infill areas where there is an adopted neighborhood-level plan that will accommodate housing in a mixed-use context or a vision to create such a plan at the local level. There are now approximately 120 PDAs in the Bay area. It is estimated that the PDAs can accommodate over 50% of the region's projected housing growth through 2035 based upon existing adopted plans, despite the fact that Priority Development Areas encompass only 3% of the region's land area. During this fiscal year, ABAG, working cooperatively with the Joint Policy Committee and our regional agency partners (the Bay Area Quality Management District, Bay Conservation and Development Commission, and the Metropolitan Transportation Commission) will advance further implementation of FOCUS through our administration of Station Area Planning Grants in 18 Priority Development Areas, the provision of a new technical assistance program, and through an initial call for capital infrastructure projects funded by MTC.

Priority Conservation Areas (PCAs) are areas of regional significance that have broad community support and an urgent need for protection. A total of 98 PCAs were adopted by the ABAG Executive Board in 2008. In this fiscal year ABAG will work with the State Coastal Conservancy and other land conservation entities including private foundations to secure new funding and direct existing funding to the Priority Conservation Areas.

Well-planned compact development near transit provides water conservation benefits and co-benefits related to reducing negative impacts on water quality and creating greener, more sustainable complete communities. FOCUS Priority Development Areas provide the Bay Area with an opportunity to integrate water conservation strategies with the development of complete communities that bring new vitality to our existing communities and limit sprawl.

The success of SB375 is contingent upon a number of key factors including buy-in from local jurisdictions, congestion management agencies and key stakeholders and the continued forward momentum of linking land-use and transportation through a more sustainable development pattern for the Bay Area that reduces vehicle miles traveled. In FY09-10 ABAG will work with MTC and our other partner entities toward the continued implementation of the FOCUS Initiative through support for the Priority Development Areas and Priority Conservation Areas.

Community Engagement is challenging in a region of more than seven million people. Nonetheless ABAG considers inclusion across a variety of sectors including our member jurisdictions, stakeholder organizations related to economic development, equity and the environment as well as a diversity of cultural communities including Native American tribal organization to be a critical element of successful regional planning. In FY09-10 ABAG will work with its partner agencies including MTC to develop a well-conceived engagement process for the development of SB375.

In Fiscal Year 2009-2010

ABAG will work with the state government, our regional agency partners, and the non-profit community to identify and provide for an expanding range of incentives for development in priority areas. Incentives will be provided on a competitive basis to jurisdictions that seek to advance and prioritize development in areas that are served by public transit, and that provide proximity to employment centers. ABAG will work cooperatively with state resource agencies, local governments, and regional open space entities to protect the region's priority conservation areas.

Linking the Regional Housing Needs to PDAs

Despite the sharp economic downturn, the San Francisco Bay Area continues to be one of the most expensive housing markets in the United States. High housing costs have put homeownership out of reach for many Bay Area residents who would like to purchase a home and have made finding an affordable apartment a challenge for many. In fiscal year 2009-2010 the Association of Bay Area Governments will address the Bay Area's housing issues on a variety of fronts. Relative to prior Regional Housing Needs Allocation (RHNA) cycles, the 2007-2014 RHNA methodology directed an increased share of the region's housing need to jurisdictions with transit infrastructure and employment concentrations. These communities, primarily the region's urban and suburban centers will be given consideration for incentives related to the FOCUS initiative including housing incentives and capital investments, as well as technical assistance, relative to implementing their share of the region's housing needs. Supporting those communities that will play a significant role in addressing the region's housing needs in a manner that is resource efficient, particularly in relation to climate change will be a primary issue relative to the development and implementation of SB375 in the Bay Area.

In Fiscal Year 2009-2010

ABAG will continue to advance efforts to link regional housing needs with housing development incentives and regional infrastructure investments. Specific actions will include providing incentives and technical assistance for development in priority development areas.

Regional Planning Committee

The Regional Planning Committee (RPC) is one of the agency's standing committees and encompasses representation from local governments, as well as public agency and non-profit organizations. Organizations represented on the RPC include those with an emphasis on affordable housing, education, environmental protection, the home building industry, and smart growth. The RPC hears issues of regional concern, covering a range of planning issues, and makes policy recommendations to the ABAG Executive Board on these issues. The RPC has an important role to play given ABAG's expanding role in coordinating planning initiatives in the Bay Area.

In 2008, the RPC embarked on a significant effort pertaining to Regional Recovery Planning. Recovery Planning pertains to the period from six months to several years after a major disaster. The RPC has been developing expertise from a policy perspective regarding important issues that will need to be addressed following a major event in preparation for the RPC's role as the Regional Recovery Planning body for the Bay Area. Given the prediction that the Hayward Fault will experience a major seismic event in the relative near term, the RPC's work on recovery planning is very important and will be further advanced this fiscal year.

In Fiscal Year 2009-2010

The RPC will address and make policy recommendations to the Executive Board pertaining to important regional planning issues including considerations relative to areas in the region prioritized for development and for conservation as well as related issues pertaining to potential incentives for priority areas. The RPC will make significant advances relative to its roles as the Regional Recovery Planning body for the Bay Area.

Clearinghouse

ABAG provides information to public and private agencies and the public related to public capital improvement projects and their potential environmental impacts. In 2006, ABAG streamlined the operation of the clearinghouse providing improved access to and distribution of public review documents.

In Fiscal Year 2009-2010

ABAG will continue its clearinghouse functions including tracking of public projects to allow review and discussion of regionally significant projects.

Regional Airport Planning Commission

The Regional Airport Planning Commission (RAPC) is a joint committee of ABAG, the Metropolitan Transportation Commission, and the Bay Conservation and Development Commission. It oversees preparation of the Regional Airport Systems Analysis, which then becomes part of the Regional Transportation Plan. RAPC also provides a forum for discussion of land use, non-air transportation, and environmental issues related to airports.

In Fiscal Year 2009-2010

ABAG will staff and provide leadership to advance RAPC's work program.

Intergovernmental Coordination

In Fiscal Year 2009-2010, coordination between the ABAG Planning Program and our regional agency partners, as well as local governments, will reach unprecedented new levels. As incentive packages for priority areas related to development and conservation are implemented the role of ABAG's Planning Program as a lead coordinating entity in the Bay Area will continue to expand. As initial work commences to develop the SB375 Sustainable Communities Strategy, inter-agency collaboration will be necessary on levels beyond the significant advances of recent years. In addition, ABAG's Planning Program provides staff support for a broad range of regional planning-related organizations including ABAG's Homelessness Task Force, and the Bay Area Planning Directors' Association.

In Fiscal Year 2009-2010

ABAG planning staff will expand upon previous efforts to advance the agency's leadership role in coordinating regional planning initiatives in the Bay Area

Other planning tasks:

- Maintain Areawide Clearinghouse Notification and Review function according to Intergovernmental Review Guidelines established by the State (under Executive Order 12372) and pursuant to Federal laws requiring review of grant applications by areawide planning organizations.
- Participate in the development and implementation of air quality planning documents.
- Review Environmental Impact Reports ("EIRs") for projects that may impact airports and support the activities of the RAPC.
- Continue support of ABAG Regional Planning Committee as a forum for discussion of regionally significant issues including housing, environmental, water and legislative issues. Programming may include workshops, presentations and studies that form the basis for land use and transportation linkages.
- Continue to advance the implementation of the San Francisco Bay Trail.
- Participate in the definition of realistic scenarios for the Emergency Operation Plan, including the forecast of damages for two functional and two tabletop exercises.

<u>Major Products/Deliverables</u>	Deadline
Implementation of FOCUS Initiative Provide support for Priority Development Areas related to technical assistance and planning. Provide for coordination of strategic investments relative to capital infrastructure funding as it becomes available.	Ongoing
Implementation of FOCUS Initiative Provide support for the protection of Priority Conservation Areas related to coordination with the State Coastal Conservancy's Bay Area Program and other funding entities.	Ongoing
Publish Intergovernmental Review Newsletter and clear projects which have complied with intergovernmental review procedures	Ongoing
Provide support for MTC Bay Area TOD Policy implementation, including: Provide oversight and assistance for development of station area plans pursuant to TOD Policy. (additional supplemental funding to be provided under MTC contractual services budget)	Ongoing
Work with MTC and BCDC to support RAPC.	Ongoing
Work with MTC to develop various goods movement policies that can be discussed with the Joint Policy Committee, including identification of land use locations that are important to Bay Area goods movement activities.	On-going / TBD

3 Public Information/Regional Liaison

- Provide staff support for ABAG General Assembly, policy committees and advisory groups
- Offer public workshops related to regional comprehensive planning issues and services of benefit to local governments
- Provide MTC with data files of updated rosters for local elected officials
-

- Provide MTC with contact lists (electronic format) as required for outreach efforts of mutual interest to MTC and ABAG.
- Develop and Implement a Speaker's Bureau to provide information about ABAG Planning and Service Programs, the Focus Initiative, implementation of SB 375, and regional climate action initiatives..
- In cooperation with MTC begin planning for the development of a public outreach plan in connection with SB 375 implementation.

<u>Major Products/Deliverables</u>	<u>Schedule</u>
Produce announcements, brochure, packet materials, and graphics for: General Assembly/ Executive Board/ Administrative Committee. - Assist in material preparation for joint regional agency efforts (e.g., Joint Policy Committee).	As Required
Updated mailing lists of members, interest groups, news media outlets and others.	Continuous

4 Intergovernmental Coordination

- Supervise preparation of ABAG Overall Work Program for 2009-10, in cooperation with MTC and Caltrans.
- Negotiate Interagency Agreement and Scope of Services with MTC
- Provide executive and resource staff support to the Joint Policy Committee for regional planning coordination, including guidance and staff support for the Regional Planning Program Director reporting to the MTC and ABAG executive directors.
- Work with MTC to consolidate Geographic Information System ("GIS") staff and work programs of the two agencies. Considerations will include but not be limited to sharing of hardware and software systems, sharing of GIS data and sharing of staff expertise and resources to produce a jointly coordinated GIS program.
- Provide executive and management staff support to RAPC, and special task forces and advisory committees as required.
- Maintain liaison with governmental officials at all levels and key private sector officials.

Develop and maintain links with local governments related to land use activities including Bay Area Planning Directors Association, countywide planning directors associations, professional planning organizations. Provide input and mutual support

APPENDIX C

ABAG BUDGET SUMMARY

MTC/ABAG JOINT PROGRAM (FY 09-10)

FHWA, FTA AND TDA PLANNING FUNDS

Based on Information Provided by MTC as of 2/20/09 &
4/6/09

WORK ELEMENT	FTA	FHWA	TDA	STP	TOTAL
1. Data Analysis	99,457	463,199	305,776	248,940	1,117,371
2. Planning Services	116,284	541,571	357,512	291,060	1,306,428
3. Public Information/Regional Liaison			110,000		110,000
4. Intergovernment Coordination			70,000		70,000
Totals	215,741	1,004,770	843,288	540,000	2,603,799

APPENDIX D
ABAG/MTC EXCHANGE OF SERVICES

ABAG will provide the following services to MTC:

- a. ABAG will provide and maintain basic Internet connections to MTC for email, Web and File Transfer Protocol (“FTP”).
- b. ABAG will share with MTC capacity on ABAG’s fractional T3 line.
- c. ABAG will assist with domain name resolution and registration.
- d. ABAG will provide a firewall for MTC that is an extension of ABAG’s firewall.
- e. ABAG will support installation of Virtual Private Network (“VPN”) remote over-the-net access by MTC staff.
- f. Should additional extensions of service or improvements be needed, ABAG will consult with MTC. (Pursuant to separate agreements, ABAG and MTC will continue to share the purchase costs of upgrading and maintaining the PIX firewall, CISCO edge router, VPN concentrator and the Intrusion Detection System. MTC is not responsible for any additional maintenance costs for current equipment.)
- g. ABAG will house MTC servers as mutually agreed, including those of the Regional Transit Information System/511 Transit project. For those servers, ABAG will monitor the servers, report any outages immediately to MTC staff, and, when possible, restore, or assist MTC in restoring, service. A separate agreement may be implemented to share additional infrastructure and air conditioning costs attributable to MTC projects, subject to further discussion.
- h. ABAG will maintain filter configuration on access router.
- i. ABAG will support SMTP (outgoing email) relay for mtc.ca.gov.
- j. ABAG staff will provide advice and assistance regarding basic Internet infrastructure services. This includes daily administration of network infrastructure, connectivity (including secondary, back-up connectivity), firewall, Domain Name Server (“DNS”), routing, email and intrusion detection for ABAG and MTC. ABAG will provide MTC staff with a response to such service requests within one hour, during normal business hours.
- k. ABAG will provide hosting and housing services in a secure, air-conditioned room.

APPENDIX E

FEDERALLY REQUIRED PROVISIONS

1. Identification of Documents
All reports and other documents completed as part of this Agreement shall carry the following notation on the front cover or title page:

"The preparation of this report has been financed through a grant from the U.S. Department of Transportation (Federal Highway Administration and Federal Transit Administration) under the Intermodal Surface Transportation Efficiency Act of 1991.

"The content of this report does not necessarily reflect the official views or policy of the U.S. Department of Transportation."
2. Royalty-Free License
FTA and FHWA reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes, any work developed under this Agreement, irrespective of whether a copyright has been obtained.
3. Equal Employment Opportunity.
In accordance with Title VI of the Civil Rights Act, as amended (42 U.S.C. § 2000d); Section 303 of the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6102); Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132); and 49 U.S.C. § 5332 for FTA-funded projects, ABAG agrees that it will not, on the grounds of race, religious creed, color, national origin, age, physical disability, or sex discriminate or permit discrimination against any employee or applicant for employment.
4. Disadvantaged Business Enterprise (DBE) Policy.
 - (a) Policy. It is the policy of MTC and the U.S. DOT to ensure nondiscrimination in the award and administration of DOT-assisted contracts and to create a level playing field on which disadvantaged business enterprises, as defined in 49 Code of Federal Regulations Part 26, can compete fairly for contracts and subcontracts relating to DOT-funded procurement and professional services activities. In connection with the performance of this Agreement, ABAG will comply with 49 CFR Part 26 in meeting these commitments and objectives.

- (b) DBE Obligation. ABAG shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. ABAG shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by ABAG to carry out these requirements is a material breach of contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
 - (c) Subcontractors. ABAG agrees to include the following clause in all subcontracts under this Agreement:

The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The requirements of 49 CFR Part 26 and ABAG's U.S. DOT-approved Disadvantaged Business Enterprise (DBE) program are incorporated in this Agreement by reference. Failure by the Contractor to carry out these requirements is a material breach of the Agreement, which may result in the termination of this Agreement, or such other remedy as ABAG, or the U.S. DOT deems appropriate.
 - (d) Pursuant to Title 49 C.F.R. Section 26.29, the Department of Transportation's Disadvantaged Business Enterprise regulation, ABAG shall pay all subcontractors for satisfactory performance of their work for which ABAG has been paid by MTC and for which the subcontractor has submitted an invoice no later than 30 days from receipt of an invoice therefore or as soon thereafter as is reasonably feasible. Any retainage withheld from such payments shall be provided to the subcontractor within ten (10) days of satisfactory completion of the subcontractor's work, or as soon thereafter as is reasonably feasible.
5. Title VI of the Civil Rights Act of 1964.
ABAG agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000(d)) and the regulations of the Department of Transportation issued thereunder (49 CFR Part 21).
6. Access Requirements
ABAG agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101 *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. § 5310(f); and their implementing regulations.

7. State Energy Conservation Plan
ABAG shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321).
8. Debarment
ABAG certifies that it has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as they are defined in 49 CFR Part 29, by any Federal agency or department. ABAG agrees to obtain a certification to this effect from its contractors and subcontractors with contracts in excess of \$25,000.
9. Clean Air and Water Pollution Acts
ABAG agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7501 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
10. Prohibition against Lobbying
ABAG certifies that no Federal funds have been paid or will be paid, by or on behalf of ABAG, to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. This certification must be passed along to contractors and subcontractors with contracts in excess of \$100,000.

